



## City of Roanoke Invitation to Bid

Date: May 11, 2016

Bid Number: <b>ITB# 16-05-08</b> <b>Right of Way Restoration at Various Locations</b>		Bid Opening Date: May 27, 2016 Bid Opening Time: <b>2:00 p.m.</b>		
Legal Name of Bidder (SCC Registration):				
Mailing Address:				
Terms: <b>Net 30</b>				
Delivery:				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
<b>There is a nonmandatory pre-bid conference scheduled for 10:00a.m., May 18, 2016, in the Purchasing Conference Room, Noel C. Taylor Municipal Building, 215 Church Avenue, Room 207, Roanoke, Virginia 24011. It is recommended that Bidders attend such conference.</b>				
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011		Monica Cole Senior Buyer Phone: 540-853-5268 Email: <a href="mailto:monica.cole@roanokeva.gov">monica.cole@roanokeva.gov</a>	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

**No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (1) of Section 2.2-4330(B), Virginia Code, 1950, as amended.**

**The City reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.**

This Invitation to Bid consists of these parts:

1. All Sections of the Invitation to Bid.
2. Specifications and Plan Documents (Attachment A).
3. Bid Form (Attachment B).
4. Sample Contract (Attachment C).
5. Cards Payable Application (Attachment D).

**CITY OF ROANOKE, VIRGINIA  
INVITATION TO BID NO. 16-05-08**

**SECTION 1. PURPOSE:** The purpose of this Invitation to Bid (ITB) is the procurement of provision and installation of Right of Way Restoration at Various Locations. The required work will consist of Right of Way Restoration Various Locations, as described in the attached Specifications and Plan Documents, in association with a City of Roanoke Stormwater Maintenance Project.

The City of Roanoke invites any qualified Bidder to respond to this ITB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

**SECTION 2. NOT USED.**

**SECTION 3. SERVICES AND/OR ITEMS REQUIRED:**

**A description and/or listing of the services and/or items that the Successful Bidder will be required to provide to the City under this ITB are those that are set forth in Exhibit 2 of the Sample Contract (Attachment C) attached to this ITB. Each Bidder should carefully read and review all such documents.**

**The following are the services and/or items that the Successful Bidder shall provide to the City of Roanoke:**

**The Successful Bidder shall provide and install two Right of Way Restoration at Various Locations pursuant to the attached Photographs, Plans and Specifications (Attachment A).**

**ALL WORK SHALL BE PERFORMED PURSUANT TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARDS AND SPECIFICATIONS AND CITY OF ROANOKE RIGHT OF WAY EXCAVATION STANDARDS –**

**See standards at the following links:**

**<http://roanokeva.gov/DocumentCenter/View/406>**

**[http://www.virginiadot.org/business/locdes/2008\\_standards\\_complete\\_sections.asp](http://www.virginiadot.org/business/locdes/2008_standards_complete_sections.asp)**

**Contractor will be responsible for all permits required for the performance of the work.**

**A street opening permit will be required for this work; the permit will be at no charge to the Successful Bidder.**

**Bid Security.**

**Each bid, must be accompanied by a Bid Security in an amount equal to five (5%) percent of the maximum possible bid price, regardless of bid amount. The Bid Security shall be furnished in one of the following forms:**

**a. Bid Bond, in a form substantially as provided in the Contract Documents, made payable to the City of Roanoke and properly executed by the bidder as Principal and a Corporate Surety authorized to transact business in the Commonwealth of Virginia. Attorneys-in-fact who execute Bid Bonds must file with the bond a certified copy of their Power of Attorney.**

- b. **Certified Check, cashier's check, or cash deposited with the City of Roanoke Treasurer in the face amount required for the Bid Security and made payable to the City of Roanoke.**
- c. **Personal Bond, Property Bond, or Letter of Credit issued by an authorized financial institution in the face amount required for the Bid Security, made payable to the City of Roanoke. These forms of security shall be submitted for review and must be approved by the City Attorney, in his sole discretion, at least three (3) working days prior to receipt of bids. Approval will be based upon a determination that the form of security offered will adequately protect the interests of the City as equivalent to a corporate surety's bond.**

#### **Performance Security and a Labor and Material Payment Security.**

**A Performance Security and a Labor and Material Payment Security each in the amount of one hundred percent (100%) of the Contract amount regardless of the amount of the Contract, shall be furnished by the Successful Bidder in one of the following forms:**

- a. **A Performance Bond and a Labor and Material Payment Bond, on forms as provided in the Contract Documents, made payable to the City of Roanoke, properly executed by the successful bidder as Principal and a Corporate Surety authorized to transact business in the Commonwealth of Virginia. Attorneys-in-fact who execute the bonds must file with each bond a certified copy of their Power of Attorney.**
- b. **Certified Checks, Cashier's Check, or Cash Escrow in the face amount required for the Performance Security and the Labor and Material Payment Security each made payable to the City of Roanoke.**
- c. **Personal Bond, Property Bond, or Letter of Credit issued by an authorized financial institution in the face amount required for the Performance Security and the Labor and Material Payment Security, made payable to the City of Roanoke. These forms of security must be approved by the City Attorney, in his/her sole discretion. Approval will be based upon a determination that the form of security offered will adequately protect the interests of the City as equivalent to a corporate surety's bond.**

#### **SECTION 4. NOT USED.**

#### **SECTION 5. TERM OF CONTRACT:**

**The Successful Bidder shall start the performance of any resultant Contract as fixed by a notice to proceed given by the City to the Successful Bidder and fully and completely perform the Contract within sixty (60) consecutive calendar days after such date, all in accordance with the Contract provisions.**

**SECTION 6. PAYMENT FOR SERVICES: Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Contract, subject to final approval by the City.**

#### **SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS:**

- A. **Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, Virginia 24011, at or before 2:00 p.m., local time, on May 27, 2016, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the Bids. The ITB and related documents may be obtained from the City's Vendor Self Services system, <https://VSS.roanokeva.gov>, or during normal business hours from the Purchasing Division (540) 853-**

2871, or from the City's web site at <https://www.roanokeva.gov/purchasing>. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

**There is a nonmandatory pre-bid conference scheduled for 10:00a.m., May 18, 2016, in the Purchasing Conference Room, Noel C. Taylor Municipal Building, 215 Church Avenue, Room 207, Roanoke, Virginia 24011. It is recommended that Bidders attend such conference.**

The sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

**"Sealed Bid Number: 16-05-08.  
Opening Date: May 27, 2016 and Time: 2:00 p.m."**

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- B. **If you download this ITB from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the ITB documents, including any addenda, before submitting a bid. Receipt by the bidder of such addendum should be acknowledged on the Bid Form and/or addendum. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing). The City is not responsible for any ITB obtained from any source other than the City. Contact Monica Cole, Senior Buyer, by phone at 540-853-5268, or by email at [monica.cole@roanokeva.gov](mailto:monica.cole@roanokeva.gov).**
- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this ITB.
- E. Bids are to be on the Form as provided with or as otherwise specified in this ITB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)&(B)(1), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.

- I. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and/or service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011, as well as, on City's electronic procurement website. Upon completion of the Contract, payment will be made only to the Successful Bidder at the address as shown on the Contract. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Contract(s) will be paid only when the items and/or services have been supplied to and approved by the City.
- K. All items, identified in this ITB, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**, unless otherwise stated in this ITB. All furniture items, if any, are to be put together and set in place.
- L. The City reserves the right to cancel this ITB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the ITB.
- M. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this ITB, apply to this ITB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.
- N. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.**
- O. **Bid Submittals shall include:**
  - 1. **Page 1, Invitation to Bid**
  - 2. **Pages 47-49, The Bid Form (Extended Bid Price shall include all labor, material, delivery costs, overhead and profit.)**

**Failure to do so may result in the Bid being determined as non-responsive.**

Questions or concerns may be addressed by contacting Monica Cole, Senior Buyer, at (540) 853-5268 or by email at [monica.cole@roanokeva.gov](mailto:monica.cole@roanokeva.gov).

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this ITB.

- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this ITB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, applies to this ITB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- S. The City may request clarification from any of the Bidders after review of the Bids received.
- T. The City is not liable for any costs incurred by any Bidder in connection with this ITB or any response by any Bidder to this ITB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the City.
- U. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this ITB may be directed to Monica Cole, Senior Buyer, at (540) 853-5268, or by email at [monica.cole@roanokeva.gov](mailto:monica.cole@roanokeva.gov).
- V. Each Bidder is required to state if it has ever been debarred, fined, had a contract terminated, or found not be a responsible bidder or Offer or by any federal, state, or local government and/or private entity. If so, please give the details of each such matter and include this information with Bidder's response.
- W. Each Bidder who is a stock or Nonstock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder shall include in its bid response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- X. Direct contact with any City employee without the permission of the Purchasing Manager or her designated representative, on the subject of this bid, is strictly forbidden. Violation of this Instruction may result in disqualification of Bid.

#### SECTION 8. MISCELLANEOUS:

- A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the ITB shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.
- B. All Bidders shall be solely responsible for making sure that they have the most current and complete version of this ITB and all addenda that may have been issued for this ITB and that such Bidder has examined all such documents and data. Any interpretation, correction, or change of the ITB will be made by an addendum. Interpretations, corrections or changes of this ITB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The

City of Roanoke Purchasing Division will issue Addenda. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing).

- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this ITB. The City of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the City of Roanoke that it is qualified to carry out the obligations and requirements requested in this ITB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the City of Roanoke to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Bidder shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

**SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:** To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total Extended Bid price as set forth on the Bid Form;
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the Contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters;
- H. The equipment and facilities available to the Bidder to perform the Contract and/or provide the services and/or items requested in the ITB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the ITB;
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the ITB; and
- K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the ITB.

**SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:** Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by Successful Bidder, or any of its subcontractors, under

any resultant Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The policies and coverages required are those as may be referred to in the sample contract attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager.

**SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:** If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the City reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are as follows: the appropriate City officials shall determine that the lowest responsive and responsible Bid exceeds available funds, and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

**SECTION 12. BID AWARD:** If an award of a Contract is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award or announcement on the Awarded Bids Tab on the Purchasing Division web page at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing) and in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

**SECTION 13. FAITH BASED ORGANIZATIONS:** Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

**SECTION 14. HOLD HARMLESS AND INDEMNITY:** Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Contract.

**SECTION 15. PROTESTS:** Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this ITB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

**SECTION 16. NOT USED.**

**SECTION 17. INFORMATION ON CONTRACT/PURCHASE ORDER TO BE AWARDED:**

The Sample Contract marked as Attachment C to ITB No. 16-05-08 contains terms and conditions that the City plans to include in any contract/purchase order that may be awarded, but such terms and conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the terms or conditions set forth in the Sample or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this ITB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a contract/purchase order containing the same or substantially similar terms and conditions as contained in such Attachment, and to comply with such terms and conditions. Also, such



terms and conditions, together with the requirements of this ITB, shall be deemed to be a part of any resultant Contract/Purchase Order that may be issued by the City to the Successful Bidder.

**END.**

**ATTACHMENT A  
TO  
ITB #16-05-08**

**SPECIFICATIONS AND PLAN DRAWINGS**

**SCOPE OF WORK (Woodbridge)**

**The Contractor shall furnish labor, materials, equipment and incidentals necessary to complete all work described herein.**

This ITB is for the procurement of services for installation of Curb and Gutter, and Paving to repair location where Stormdrain piping and manhole were install Woodbridge Ave NW within the City of Roanoke .

1. Install CG-6 Curb
2. Mill and Pave trench area
3. Shoulder Restoration

**1. General**

- 1.1. This work is in the City of Roanoke Right of Way. A City of Roanoke Right of Way Excavation Permit **WILL** be required for this project. All other excavation standards within the City of Roanoke Right of Way Standards will still apply to work performed on this project.

**2. Products**

- 2.1. Aggregate base of VDOT 21A
- 2.2. Concrete VDOT 4000 PSI A4
- 2.3. Base Asphalt BM-25.0A
- 2.4. Surface Asphalt SM-9.5A
- 2.5. "No Track" Tack Coat
- 2.6. Topsoil
- 2.7. Seed

**3. Execution**

**1.1. Preparation**

- 1.1.1. Sawcut edges of existing pavement or curb.
- 1.1.2. If curb and gutter is being added to existing pavement, sawcut pavement 12" from the proposed edge of curb and gutter. The 12" gap shall allow space for proper installation of concrete and re-compaction.
- 1.1.3. Verify that compacted subgrade is dry and ready to support concrete placement.
- 1.1.4. Verify lines, levels, and dimensions before proceeding with work of this section.
- 1.1.5. Stormdrains shall be protected from sediment carried by water run-off from construction site. All sediment shall be removed and disposed of by contractor.
- 1.1.6.

**1.2. Construction**

- 1.2.1. Construct curb and gutter, handicap ramp in accordance with VDOT Road and Bridge Specifications and plan details. CG-6 curbs shall be constructed to a depth of 13 inches.
- 1.2.2. Construct and compact a 4" aggregate base of VDOT 21A under all concrete work associated with this Section. Remove soft or yielding areas and backfill with VDOT 21A aggregate. All aggregate base shall be compacted to at least ninety-five (95) percent of the material's maximum dry density as determined by ASTM D698, Standard Proctor.
- 1.2.3. Install forms in straight lines or smooth curves.

### 1.3. Curb and Curb/Gutter

- 1.3.1. Concrete curb and gutter shall be formed in accordance with Section 502 of the VDOT Road and Bridge Specifications on the grades indicated on the plan.
- 1.3.2. Forms for curb and gutter shall be steel and in good condition. Existing asphalt or other material shall not be used as a concrete form.
- 1.3.3. Joints for Curb and Gutter
  - 1.3.3.1. Construct contraction joints (1/2" deep by 1/8" wide) for crack control at approximate five (5) foot intervals.
  - 1.3.3.2. Construct expansion joints at approximate 50 foot intervals, points of curvature, all radii points at concrete entrances and curb returns and at any drainage structure (i.e. curb inlets or drop inlets), and any other above grade utility structure. Expansion joints shall extend through the concrete with the void filled with one half (1/2) inch joint filler.
  - 1.3.3.3. Construct expansion joints where new concrete work is constructed next to existing concrete work, "cold joints", or when time elapsing consecutive concrete placement exceeds 60 minutes.
- 1.3.4. Curb and gutter shall not require steel reinforcement.
- 1.3.5. When replacing or connecting to the **old** City of Roanoke Standard 7" curb, the Contractor shall transition from the new curb height of 6" to the 7" curb over a span of 10'. However, if the length of the new curb is less than 100', the Contractor shall match the existing 7" curb for the entire construction. Contractor shall match existing curb height if less than six (6) inches.

### 1.4. Pavement

- 1.4.1. Base shall be VDOT No. 21A to within 4" of the top of pavement.
- 1.4.2. Base Asphalt shall be minimum depth of 4" shall consist of 2 1/2" of VDOT BM-25.0A.
- 1.4.3. Tack coat is required between Base Asphalt and Surface Asphalt.
- 1.4.4. Surface asphalt shall be 1 1/2" of SM-9.5A and shall extend over the undisturbed base a minimum of 12" on all sides.
- 1.4.5. Edges shall be saw cut or milled
- 1.4.6. If edges are saw cut the edges shall be infrared.

### 1.5. Shoulder Restoration for Curb, Sidewalk, and Driveway Entrance

#### 1.5.1. General

- 1.5.1.1. Section includes the requirements for the proper shoulder restoration for curb, gutter, sidewalk, and driveway entrance installation. *For curb, gutter, sidewalk and driveway entrance applications, the shoulder restoration applies to any disturbed area behind the back of curb.* In addition, this section covers requirements on driveway restoration when installing entrances.

#### 1.5.1.2. Related Sections

- 1.5.1.2.1. Section 02910 - Topsoil
- 1.5.1.2.2. Section 02930 – Seeding

#### 1.5.1.3. References (latest Edition and Errata)

- 1.5.1.3.1. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbs/ft<sup>3</sup>), Standard Proctor.
- 1.5.1.3.2. VDOT RBS – Virginia Department of Transportation - Road and Bridge Standards and Specifications.

#### 1.5.1.4. Quality Assurance – Not Used

#### 1.5.1.5. Submittals – Not Used

### 1.5.2. Products

#### 1.5.2.1. Topsoil – See Section 02910 Topsoil

#### 1.5.2.2. Seeding Specification – See Section 02930 Seeding

#### 1.5.2.3. Mulch – Oat, rye or wheat straw, free of seed. **Contractor shall not use hay.**

#### 1.5.2.4. Water for irrigation - Shall be clean, fresh, and free from harmful substances.

### 1.5.3. Execution

#### 1.5.3.1. Shoulder Restoration

- 1.5.3.1.1. Backfilling – Place General fill in eight (8) inch loose layers and compact to at least ninety-five (95) percent of the material's maximum dry density as determined by ASTM D698, Standard Proctor. Contractor shall **not** backfill with concrete debris.

#### 1.5.3.1.2. Fine Grading – See Section 02910 –Topsoil.

#### 1.5.3.1.3. Seeding – See Section 02950 - Seeding.

#### 1.5.3.1.4. Mulching – Contractor shall apply continuous straw bale coverage at 2 bales per 1,000 square feet. Immediately water straw after application.

#### 1.5.3.1.5. Watering – As required to achieve a good, healthy, growing state.

#### 1.5.3.2. Driveway Connections

- 1.5.3.2.1. Contractor shall properly construct entrances to provide smooth transitions to existing driveways. Restoration material for driveways shall match existing material conditions. Saw cut edges of existing pavement or curb.

#### 1.5.3.3. Quality Control - Contractor shall provide a finished lawn. All grass shall appear in a good, healthy, growing state.

## STADARDS OF OPERATION AND WORKMANSHIP

1. It shall be the responsibility of the Contractor to become aware of, and comply with, all applicable federal, state and local regulations including Occupational Safety and Health Administration (OSHA) standards.

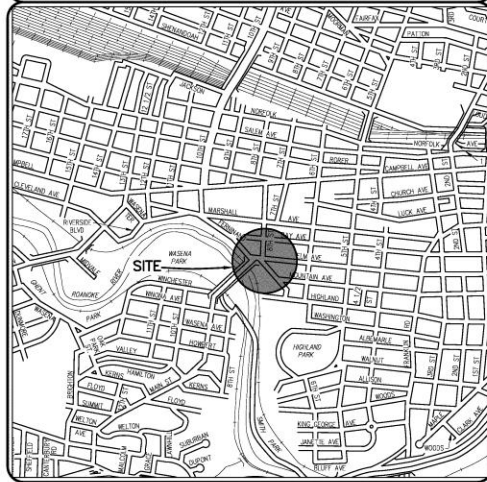
2. Contractor shall obtain and maintain all necessary licenses, permits, bonds, etc., necessary to assume both the legal and moral responsibility of said work and to cover both persons and property as might come in contact with, or be affected by said work.
3. Work shall be conducted in a professional and cooperative manner to give the least possible interference with and annoyance to citizens. It shall be the Contractor's responsibility to resolve work schedule conflicts.
4. Any and all work shall be performed by qualified and trained persons. A qualified foreman shall be on-site at all times to oversee and direct work. All work shall be done in a professional manner with the desires and needs of the City as the prime decision making factor.
5. The contractor shall be responsible for removal, disposal, & cleanup of all demolition and other debris generated as a result of this work.
6. Any adjacent trees, shrubs, or other growth receiving or sustaining breakage, injury, or other damage shall be given remedial or corrective treatment and cleanup at Contractor's expense, or shall be deducted from final payment. The City shall be notified immediately of any such damage.

All work zone traffic control shall be established prior to start of construction and shall be in accordance with the MUTCD. Adequate warning devices (cones, barricades, etc.) and/or other necessary precautions shall be taken by the Contractor to ensure reasonable protection, safety, and warnings to persons and vehicular traffic in the area.

# **8<sup>TH</sup> STREET AND ELM AVENUE**

## **Plan Documents**

## PROJECT LOCATION MAP



## LINETYPES

	EXISTING	PROPOSED
PROPERTY BOUNDARY	---	---
CONTOUR	---	---
STORM DRAIN PIPE	SD	SD
GAS LINE	GAS	GAS
WATER LINE	W	W
SANITARY SEWER LINE	SAN	SAN

## MATERIAL INVENTORY

1. DOGHOUSE MANHOLE STRUCTURE (EA)	- 1
2. VDOT CURB INLET (EA)	- 3
3. 15" RCP STORM PIPE (LF)	- 140
4. VDOT NO. 57 AGGREGATE (TON)	- 123
5. VDOT NO. 21A AGGREGATE (TON)	- 300
6. ASPHALT BASE MIX (TON)	- 8
7. ASPHALT SURFACE MIX (TON)	- 60
8. CURB/CURB AND GUTTER (LF)	- 870
9. CONCRETE SIDEWALK (SF)	- 2
10. COMMERCIAL ENTRANCE (EA)	- 2
11. RESIDENTIAL ENTRANCE (EA)	- 1

NOTE: THIS DOES NOT INCLUDE WORK RELATED TO ABANDONMENT OF EXISTING STORM DRAIN SYSTEM, CONNECTING EXISTING STORM DRAIN PIPE TO STRUCTURE ~ 102, CONCRETE ENGAGEMENT TO PROTECT SANITARY SEWER, AND SHOULDER RESTORATION TO ESTABLISH GRASS.



## DEPARTMENT OF PUBLIC WORKS

### STORMWATER DIVISION

1802 COURTLAND ROAD, NE

ROANOKE, VIRGINIA 24012

PHONE: (540) 853-5900

FAX: (540) 853-1270

WWW.ROANOKEVA.GOV/STORMWATER

## PROJECT NAME

8TH STREET / ELM AVENUE

DRAINAGE PROJECT

(CITY RIGHT-OF-WAY)

CITY STORMWATER PLAN NUMBER: 5912

## CONSTRUCTION NOTES:

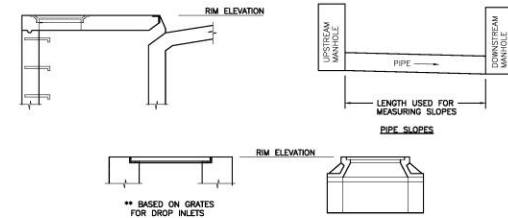
ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING AND IN THE ORDER PRIORITIZED:

1. CITY OF ROANOKE RIGHT OF WAY EXCAVATION AND RESTORATION STANDARDS, LATEST EDITION.
2. VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) ROAD AND BRIDGE STANDARDS AND SPECIFICATIONS.

## INDEX OF SHEETS

1. COVER SHEET AND GENERAL NOTES
2. PLAN AND PROFILE

## CONSTRUCTION STAKEOUT FOR DRAINAGE STRUCTURES



## STORM DRAIN UTILITY NOTES:

1. THE INSIDE DEPTH (IDP) OF THE MANHOLES, AS SHOWN/LABELED ON THE PROFILES, IS BASED ON THE RIM TOP ELEVATION TO THE LOWEST PIPE INVERT. IDP IS NOT THE TOTAL MANHOLE DEPTH. THE TOTAL MANHOLE DEPTH IS CALCULATED BY ADDING THE THICKNESS OF THE PIPE, GAP AROUND THE PIPE, AND THICKNESS OF THE BASE.
2. USE VDOT NO. 57 STONE AS PIPE BEDDING, BACKFILL, IN PAVEMENT, SIDEWALK AND CURB, SHALL BE VDOT NO. 21A. DO NOT BACKFILL TRENCH WITH EXISTING MATERIAL IN THE PAVEMENT.
3. ALL DRAINAGE STRUCTURES SHALL HAVE VDOT INLET SHAPING.
4. MANHOLES SHALL UTILIZE ECCENTRIC RISERS SO THAT ACCESS STEPS ALIGN.

## PERMANENT SEEDING, TEMPORARY SEEDING, AND MULCHING

15 OCTOBER TO 1 FEBRUARY TURF-TYPE TALL FESCUE @ 10 LB / 1000 SF BOKRY WINTER RYE @ 1/2 LB / 1000 SF	1 JUNE TO 1 SEPTEMBER TURF-TYPE TALL FESCUE @ 10 LB / 1000 SF GERMAN MILLET @ 1/2 LB / 1000 SF
1 FEBRUARY TO 1 JUNE TURF-TYPE TALL FESCUE @ 10 LB / 1000 SF ANNUAL RYE @ 1/2 LB / 1000 SF	1 SEPTEMBER TO 15 OCTOBER TURF-TYPE TALL FESCUE @ 10 LB / 1000 SF ANNUAL RYE @ 1/2 LB / 1000 SF

LIME: 140 LB / 1000 SF PULVERIZED AGRICULTURAL LIMESTONE

FERTILIZER: 5-20-10 @ 25 LB / 1000 SF

38-0-0 @ 7 LB / 1000 SF

MULCH: IF REQUIRED, SHALL BE USED OVER ALL SEEDING AREAS AND SHALL BE APPLIED IN ACCORDANCE WITH SECTION 1.75 OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.

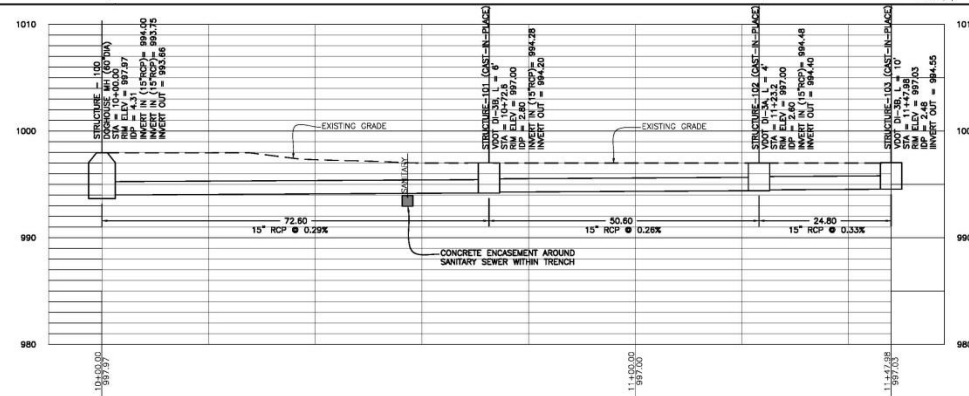
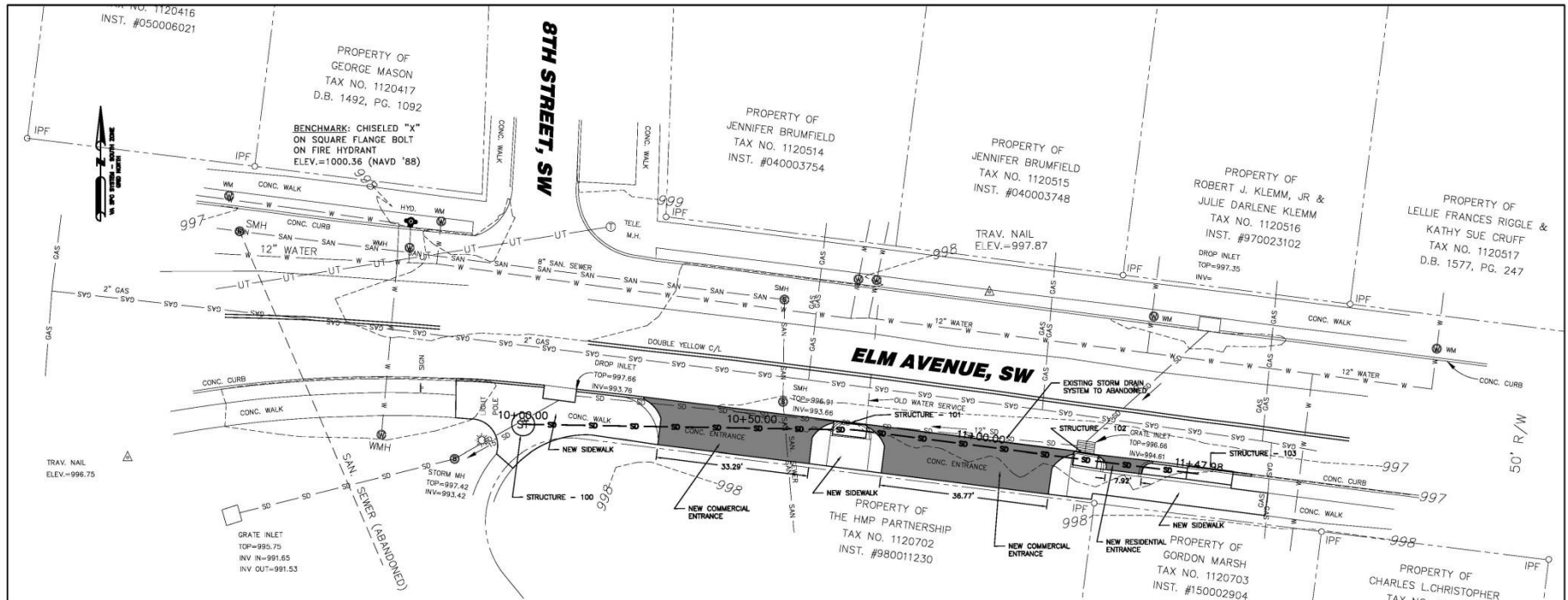
SOIL CONDITIONING: INCORPORATION OF LIME AND FERTILIZER, SELECTION OF CERTIFIED SEED, MULCHING, MAINTENANCE OF NEW SEEDINGS, AND RESEEDING SHALL BE IN ACCORDANCE WITH SPECIFICATIONS CONTAINED WITHIN THE VIRGINIA SOIL EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION. ADDITIONAL SEEDING TO BE PERFORMED AS REQUIRED BY THE INSPECTOR.

SEED APPLICATION: APPLY SEED UNIFORMLY WITH A CYCLONE SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDROSEEDER ON A FIRM, FRAGILE, SEEDBED. MAXIMUM SEEDING DEPTH SHALL BE 1/4 INCH.

SHEET NUMBER: 1 OF 2

24"x36" SHEET

8TH STREET / ELM AVENUE DRAINAGE PROJECT



IF THIS DRAWING IS A REDUCTION  
GRAPHIC SCALE MUST BE USED

VERT: 5' 0' 5'  
SCALE 1" = 5'

HORZ: 10' 0' 10'  
SCALE 1" = 10'

<p>DEPARTMENT OF PUBLIC WORKS STORMWATER DIVISION</p> <p>PUBLIC WORKS SERVICE CENTER 1802 COURTLAND ROAD, NE PHONE: (540) 853-3900 FAX: (540) 853-1270 WWW.ROANOKEVA.GOV/STORMWATER</p>	DESIGNED: JKK	<table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV.	DATE	DESCRIPTION										DATE: 10/22/15	<p>8TH STREET / ELM AVENUE DRAINAGE PROJECT</p> <p>PLAN AND PROFILE</p> <p>CITY OF ROANOKE, VIRGINIA</p>	SHEET 2 OF 2
	REV.		DATE	DESCRIPTION													
DRAWN: DAB/JJK	SCALE: AS SHOWN 24"x36" SHEET	PLAN NO. 5912															
CHECKED: JKK																	



# **WOODBIDGE**

## **Plan Documents**

















# SPECIFICATIONS

## Section 01200

### Measurement and Payment

#### 1. General

##### 1.1. Unit Prices

- 1.1.1. Unit prices on the Bid Form shall include the cost and profit of providing all labor, materials, testing, tools and equipment necessary to perform all work in accordance with contract documents. No separate payment shall be made for incidental work relating to Bid Items.

##### 1.2. Basis of Payment

- 1.2.1. The Contract is based on the unit prices listed on the Bid Form. The estimated quantities listed on the Bid Form are for the purpose of bid comparisons. All bid item payments shall be made based on actual provided quantities measured and accepted in place.
- 1.2.2. Include the cost for items not listed in the Bid Form, which are mentioned in the specifications, indicated on the drawings, or normally a part of the work described by the Contract Documents, in the cost of the appropriate items which are listed in the Bid Form.
- 1.2.3. No separate payments shall be made for work, material, equipment, or other expense which is not part of construction items listed in the Bid Form.
- 1.2.4. Payment can only requested for in-place materials. Payment for stored materials, on-site or off-site, can not be requested.

#### 2. Payment for Work

- 2.1. Pay requests shall be submitted in tabular form including all pay items listed on the bid form and the unit price for each pay item along the total completed quantity for each item. The form shall have signature lines for the Contractor, City of Roanoke Project Manager, and City of Roanoke Inspector. Pay requests are to be limited to one per thirty (30) calendar days.

#### 3. Execution - Each bid item shall include full compensation for performing the work specified in the bid items and furnishing all materials, labor, tools, equipment, profit and incidentals as required. Each bid item shall be paid on a percentage completed for that bid item unless otherwise noted.

- 3.1. **Mobilization** – This bid item shall be paid at a lump sum price. This bid item shall include the performance of construction preparatory operations, including the movement of personnel and equipment to the project site, installation of project signs, material carrying costs, exploratory underground utility work on the storm drain alignment, payment of permits, payment of performance and payment bond, bond for Right of Way Excavation permit, and other insurance premiums and for establishment of facilities necessary to begin work on a substantial phase of the contract. The first



payment of 50% of the lump sum price may be requested on the first estimate following partial mobilization and initiation of construction work. The second and final payment request may be requested on the next estimate following completion of substantial mobilization.

3.1.1. No additional payment shall be made for demobilization or remobilization due to shutdowns, removal of E&S devices, temporary stop work orders due to seeding windows, suspensions of work or for other mobilization activities.

3.2. **Maintenance of Traffic and Work Area Protection** – This bid item shall be paid on a lump sum basis. The lump sum price shall include furnishing and installing all materials, removal and installation of existing signs, detour signs, and manpower in accordance with VDOT RBS. The lump sum price should also include maintaining the work area in accordance with Virginia Work Area Protection Manual. Pay requests may be made for this item based on a percentage of completion for the project. All traffic control shall be subject to approval by the City Traffic Engineer (Transportation Department 540-853-2385). Changes to the traffic control plan, as directed by the City Traffic Engineer, shall not be a basis for additional compensation. The Contractor shall submit a traffic control plan for review and approval prior to mobilization. All lane and street closures and detours shall be coordinated with the Transportation Division. Note that the Stormwater and Transportation Divisions are separate divisions in the Public Works Department.

3.3. **Asphalt Milling** – This bid item shall be paid on a square yard (SY) basis. The bid item shall include all work required to mill to a depth of 1 ½ inches in accordance with the Contract Documents and VDOT RBS.

3.4. **Asphalt Paving/Overlay** – This bid item shall be paid on a tonnage (Tons) basis for the type specified. The price shall include cost of delivery, placing, and compacting each course in accordance with Contract Documents. Also included in the price shall be the work to accommodate all utility openings in the pavement, all prime coat and tacking activities. This includes valve boxes, existing/new manhole opening, etc. Contractor shall note that aggregate in asphalt shall be non-polishing.

### 3.5. **Curb and Gutter (City Standard)**

3.5.1. This bid item shall be measured in linear feet along the face of curb, complete in place for type specified. No additional compensation shall be allowed for radial curb.

3.5.2. This bid item shall include excavation and grading; backfill and compaction of VDOT 21A Aggregate; forming using steel forms in good condition (including face form), placement, finishing, curing, and hot/cold weather protection of concrete; expansion and crack control joints, neat saw-cutting of existing pavement; and asphalt restoration in front of the curb and gutter system.

3.5.3. This bid item shall include demolition of existing concrete, demolition to provide a neat, uniform tie-in, demolition of existing pavements and shoulder restoration behind the curb.

3.6. **Residential Driveway Entrance (City Standard)** – This bid item shall be paid for per each, complete in place. The unit price shall include all labor and materials required for excavation and grading; backfill and compaction of VDOT 21A aggregate; forming using steel forms in good condition (including face form); placement, finishing, curing, and hot/cold weather protection of **high-early** concrete, length of gutter, expansion and crack control joints; neat saw-cutting of existing pavement

and concrete, and asphalt restoration in front of the entrance. This item also includes demolition to provide a neat, uniform tie-in, demolition of existing pavements, restoration of existing driveways to provide a smooth transition to existing grades and shoulder restoration. Minimum slab thickness shall be 7 inches. Entrance cost shall also include gutter pan construction as required to connect to curb and gutter.

- 3.7. **Concrete Sidewalk, Extension** – This bid item shall be measured in square feet, complete in place. No additional compensation shall be allowed for radial walk. The unit price shall include all labor and materials required for excavation; backfill and compaction of VDOT 21A aggregate, forming using steel forms in good condition; welded wire fabric reinforcement, placement, finishing, curing, and hot/cold weather protection of concrete, expansion and crack control joints. This item also includes demolition of existing concrete, demolition to provide a neat, uniform tie-in, and shoulder restoration.
- 3.8. **Topsoil** – This bid item shall be measured in cubic yards, complete in place, as specified in the Contract Documents. Topsoil shall be placed within acquired drainage easement area, in a thickness of 4”, as part of the final restoration.
- 3.9. **Base Asphalt, VDOT BM-25.0** – This bid item shall be paid on a tonnage (Tons) basis for the type specified. The price shall include cost of delivery, placing, and compacting each course in accordance with Contract Documents. This bid item is only related to asphalt pavement extension for on-street parking bay.

**End of Section**

## Section 02050

### Work Area Protection, Maintenance of Traffic (MOT), and Access

#### 1. General

- 1.1. Traffic Maintenance - All traffic control shall be subject to approval by the City Traffic Engineer (Transportation Department 540-853-2385). The City Traffic Engineer is not the City Project Manager or City Engineer. Changes to the traffic control plan, as directed by the City Traffic Engineer, shall not be a basis for additional compensation. The Contractor shall submit a traffic control plan for review and approval prior to mobilization. All lane and street closures and detours shall be coordinated with the Transportation Department. Note that the Engineering and Transportation Departments are separate departments.
- 1.2. Any sign, to be posted on the job site/work zone for more than 72 hours, must be anchored into the ground with a steel/wooden post. Placing signs on trees, existing road sign posts, or mailbox posts, etc. shall not be allowed.
- 1.3. Work Area Protection – The Contractor shall maintain the work area in accordance with the Virginia Work Area Protection Manual, latest edition. The City shall not be responsible for any portion of work area protection or safety.
- 1.4. If a temporary road closure is required on the project, a traffic control plan conforming to the Virginia Work Area Protection Manual shall be submitted to the City of Roanoke for approval prior to starting construction. Contractor shall be required to provide all signage and devices in accordance with the Virginia Work Area Protection manual. In addition, the Contractor shall provide and maintain all signs for road/alley detours. **The City of Roanoke shall not provide any signs.**
- 1.5. Access - Coordinate citizens' access to driveways as much as possible. Access to properties along the project route shall be maintained during construction.
- 1.6. Contractor shall be responsible for providing all signage for the project. The Contractor shall not rely on City personnel to provide or maintain any signage.
- 1.7. There may be other Contractors in the adjoining areas. Incidental coordination with the Contractors may be required.

#### 2. Products – Not Used

#### 3. Execution – Not Used

## **Section 02741**

### **Asphalt Paving**

#### **1. General**

1.1. Section includes the requirements for the proper installation of:

- 1.1.1. Aggregate base course
- 1.1.2. Asphalt Base Mix (BM)
- 1.1.3. Asphalt Surface Mix (SM)
- 1.1.4. Pavement Overlays with Tack Coat

1.2. Related Sections – Not Used

1.3. References (latest Edition and Errata)

- 1.3.1. VDOT RBS – Virginia Department of Transportation - Road and Bridge Standards and Specifications.
- 1.3.2. City of Roanoke of Right of Way Excavation Standards, latest edition.

1.4. Quality Assurance - All work shall be performed in accordance with the VDOT RBS.

1.5. Submittals

- 1.5.1. Contractor shall provide two (3) compaction tests each, on subgrade and aggregate base course, along the pavement section of the realigned road to verify compaction. All compaction tests must meet ninety-five (95) percent of maximum dry density as determined by ASTM D698.
- 1.5.2. Asphalt Mix Designs
- 1.5.3. Liquid Asphalt Source

#### **2. Products - All products and materials shall be new and in first class condition.**

2.1. Materials

- 2.1.1. All materials shall conform to the requirements of the VDOT RBS.
- 2.1.2. Aggregate for base course shall be VDOT No. 21-A aggregate or VDOT Select Material Type II.

2.1.3. Prime coat shall be 0.35 gal/s.y. of CRS-2 asphalt. Prime coat will not be required if total asphalt section (surface plus base) is equal to or greater than 4 inches. Prime material shall be uniformly applied with a pressure distributor conforming to the requirements of VDOT RBS, Section 314.01B.

2.1.4. Tack – CRS-1

2.1.5. Asphalt base mix shall be VDOT BM-25.

2.1.6. Asphalt surface mix shall be VDOT SM-12.5D. This mix should contain fine and coarse aggregate which does not tend to polish under traffic

### **3. Execution – Pavement Sections (Does not include pavement overlays)**

#### **3.1. Preparation**

3.1.1. Verify that compacted subgrade is dry and ready to support paving and imposed loads. Soft or yielding areas shall be removed and backfilled with suitable material. Backfilled areas shall be compacted to ninety-five (95) percent of maximum dry density as determined by ASTM D698.

3.1.2. Verify gradients and elevations of subgrade are correct. The subgrade shall be shaped to provide the road cross-section shown on the plans.

3.1.3. Edges of curb shall be properly tacked.

#### **3.2. Construction**

3.2.1. Place aggregate base course in layers, with the compacted thickness of each layer not exceeding six (6) inches. Each layer shall be compacted in accordance with the VDOT RBS.

3.2.2. Aggregate base course shall be primed with approximately 0.35 gal/s.y. of CRS-2 asphalt and covered with 16 lbs of fine aggregate (VDOT No. 8) before placement of asphalt. Fine aggregate coverage shall not be thick as to prevent proper bonding between base course and surface mix. Item 3.2.2 shall not be required if total asphalt thickness (surface plus base) is equal to or greater than 4 inches.

3.2.3. Place and compact base and surface mix asphalt in accordance with VDOT Road and Bridge Specifications, Section 315.

#### **3.3. Quality Control**

3.3.1. Flatness: Maximum variation of ¼ inch measured with 10 foot straight edge

3.3.2. Compact Thickness: Within ¼ inch of specified or indicated thickness

3.3.3. Variation from True Elevation: Within ½ inch.

3.3.4. Provide positive drainage.

#### **4. Execution – Pavement Overlays with Tack Coat**

##### **4.1. Preparation**

4.1.1. Verify that milled pavement section is uniform and 2” deep.

4.1.2. Milled pavement must have a uniform surface and be free of debris.

4.1.3. Edges of milled pavement section or curb shall be properly tacked in accordance with 4.2.1.

##### **4.2. Construction**

4.2.1. Milled surface shall be tacked with approximately 0.05 to 0.1 gal/s.y. of **undiluted** CRS-1 asphalt. If *diluted* tack is used then the application rate must be prorated. Tack material shall be uniformly applied with a pressure distributor conforming to the requirements of VDOT RBS, Section 314.01B.

4.2.2. Contractor shall maintain any existing road crowns or superelevation.

4.2.3. Place and compact surface mix asphalt in accordance with VDOT RBS, Section 315.

##### **4.3. Quality Control**

4.3.1. Flatness: Maximum variation of ¼ inch measured with 10 foot straight edge

4.3.2. Compact Thickness: Within ¼ inch of specified or indicated thickness

4.3.3. Variation from True Elevation: Within ½ inch.

#### **End of Section**

## Section 02750

### Shoulder Restoration for Curb, Sidewalk, and Driveway Entrance

#### 1. General

1.1. Section includes the requirements for the proper shoulder restoration for curb, gutter, sidewalk, and driveway entrance installation. *For curb, gutter, sidewalk and driveway entrance applications, the shoulder restoration applies to any disturbed area behind the back of curb.* In addition, this section covers requirements on driveway restoration when installing entrances.

#### 1.2. Related Sections

- 1.2.1. Section 02100 - Existing Underground Utilities (Public and Private)
- 1.2.2. Section 02910 - Topsoil
- 1.2.3. Section 02930 – Seeding

#### 1.3. References (latest Edition and Errata)

- 1.3.1. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbs/ft<sup>3</sup>), Standard Proctor.
- 1.3.2. VDOT RBS – Virginia Department of Transportation - Road and Bridge Standards and Specifications.

#### 1.4. Quality Assurance – Not Used

#### 1.5. Submittals – Not Used

#### 2. Products

- 2.1. Topsoil – See Section 02910 Topsoil
- 2.2. Seeding Specification – See Section 02930 Seeding
- 2.3. Mulch – Oat, rye or wheat straw, free of seed. ***Contractor shall not use hay.***
- 2.4. Water for irrigation - Shall be clean, fresh, and free from harmful substances.

#### 3. Execution

##### 3.1. Shoulder Restoration

- 3.1.1. Backfilling – Place General fill in eight (8) inch loose layers and compact to at least ninety-five (95) percent of the material's maximum dry density as determined by ASTM D698, Standard Proctor. Contractor shall **not** backfill with concrete debris.
- 3.1.2. Fine Grading – See Section 02910 –Topsoil.
- 3.1.3. Seeding – See Section 02950 - Seeding.

3.1.4. Mulching – Contractor shall apply continuous straw bale coverage at 2 bales per 1,000 square feet. Immediately water straw after application.

3.1.5. Watering – As required to achieve a good, healthy, growing state.

### 3.2. Driveway Connections

3.2.1. Contractor shall properly construct entrances to provide smooth transitions to existing driveways. Restoration material for driveways shall match existing material conditions. Saw cut edges of existing pavement or curb.

3.3. Quality Control - Contractor shall provide a finished lawn. All grass shall appear in a good, healthy, growing state.

**End of Section**



## **Section 02751**

### **Asphalt Restoration for Curb Construction**

#### **1. General**

1.1. Section includes the requirements for the proper asphalt restoration in front of the curb/gutter system and entrances.

#### 1.2. Related Sections

- 1.2.1. Section 02100 - Existing Underground Utilities (Public and Private)
- 1.2.2. Section 03100 – Incidental Concrete

#### 1.3. References (latest Edition and Errata)

- 1.3.1. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbs/ft<sup>3</sup>), Standard Proctor.
- 1.3.2. VDOT RBS – Virginia Department of Transportation - Road and Bridge Standards and Specifications.

#### 1.4. Quality Assurance – Not Used

#### 1.5. Submittals – Not Used

#### **2. Products**

2.1. Backfill Material - VDOT No. 21-A Aggregate in accordance with VDOT RBS, Section 208

2.2. Asphalt Base Mix – VDOT BM-25

2.3. Asphalt Surface Mix – VDOT SM9.5D

2.4. Tack Coat – VDOT CRS1

#### **3. Execution**

3.1. As mentioned in the Section 03100 - Incidental Concrete, the Contractor shall saw cut pavement 12” from the proposed edge of curb and gutter. The 12” gap shall allow space for proper installation of concrete and re-compaction.

3.2. In addition, the Contractor shall make a final sawcut into the asphalt surface layer to create a minimum bench width of 12”. Prior to the sawcut the Contractor shall lay out a straight line, parallel with the curb face, to assist with saw cutting.

City of Roanoke, VA

Asphalt Restoration for Curb Construction  
Section 02751-1

- 3.3. For CG-6 curb and gutter asphalt restoration, the Contractor shall compact 6" of VDOT 21-A to at least ninety-five (95) percent of the material's maximum dry density as determined by ASTM D698, Standard Proctor, followed by a 3" lift of VDOT BM-25M and finished with a 2" lift of VDOT SM9.5A. The 6" layer of VDOT 21-A aggregate shall be compacted in two lifts.
- 3.4. A full coverage tack coat is required on all existing asphalt and concrete surfaces/edges that will contact the new asphalt.

#### **4. Quality Control**

- 4.1.1. Flatness: Maximum variation of ¼ inch measured with 10 foot straight edge
- 4.1.2. Compact Thickness: Within ¼ inch of specified or indicated thickness
- 4.1.3. Variation from True Elevation: Within ½ inch.
- 4.1.4. Contractor shall compact aggregate and asphalt base layer with jumping jack rammer tamper compactor with minimum impact energy of 85 joules and force per blow of 3,025 lbs.
- 4.1.5. Contractor shall compact asphalt surface layer with smooth drum roller.

#### **End of Section**

## Section 02910

### Topsoil

#### 4. General

- 4.1. Section includes the requirements for the proper installation of topsoil on a previously prepared subgrade and for landscape beds.
- 4.2. Related Sections – Not Used
- 4.3. References (latest Edition and Errata) – Not Used
- 4.4. Quality Assurance – Not Used
- 4.5. Submittals
  - 4.5.1. Submit soil analysis report for imported topsoil from the Virginia Tech Agricultural Service or other approved testing laboratory. Report shall cover soil textural classification (percentages of sand, silt, and clay) and include additive recommendations. Testing will be at the expense of the Contractor. Contractor shall provide testing agency with a description of seeding or planting materials.

#### 5. Products

##### 5.1. Imported Topsoil

- 5.1.1. Topsoil shall be fertile, friable, loamy soil, free from subsoil, refuse, roots, heavy or stiff clay, stones larger than 1 inch, coarse sand, noxious seeds, sticks, brush, litter and other deleterious substances; suitable for the germination of seeds and support of vegetative growth. The pH value shall be between 5.5 to 8.0 with a minimum of 3% organic material.
  - 5.1.2. Soil Texture shall be Sand (20 to 70 percent), Silt (10 to 60 percent), and Clay (5 to 30 percent).
  - 5.1.3. Additives: As determined by soil fertility tests (See Submittals 1.5.1).
  - 5.1.4. Contractor shall not mix two or more imported soil(s) or composted material(s) on site to achieve the nutrient requirements. Any imported topsoil shall have appropriate nutrient values when delivered to the site and without the need for on-site mixing.
  - 5.1.5. Under no circumstances shall the Contractor use a manure based soil mixture.
- 5.2. Reuse of Existing On-Site Topsoil - If the Contractor wishes to reuse existing on-site topsoil, a soil analysis report, as outlined in 1.5.1, shall be submitted to the City project manager for review. The criteria outlined in 2.1 shall be enforced for the existing material. If the topsoil does not satisfy the criteria in 2.1 then imported topsoil shall be required. All existing topsoil, targeted for reuse, shall be properly stockpiled in an orderly manner. Noted existing topsoil targeted for reuse shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than 1 inch, coarse sand, noxious seeds, sticks, brush, litter and other deleterious substances; suitable for the germination of seeds and support of vegetative growth.

- 5.2.1. On-site mixing of existing topsoil with other soil(s) or composted material(s) to achieve required nutrient values shall not be allowed.

## **6. Execution**

- 6.1. For final grade - Scarify compacted subgrade to a 2-inch depth to bond topsoil to subsoil. Place topsoil to a minimum thickness of 4 inches and roll lightly. Spread evenly and grade to elevations and slopes shown or provide positive drainage if no grades are shown on the plans. Hand rake areas inaccessible to machine grading.
  - 6.1.1. The Contractor is encouraged to stabilize the topsoil areas as soon as possible with seed. Light rainfalls can easily wash away topsoil which was not properly stabilized thus exposing the subgrade material. The Contractor shall be responsible for replacing any topsoil that is washed away.

**End of Section**

## Section 02930

### Seeding

#### 7. General

7.1. Section includes the requirements for the proper installation of seeding for establishing proper stand of grass.

#### 7.2. Related Sections

7.2.1. Section 02370 – Erosion and Sediment Control

7.2.2. Section 02910 - Topsoil

#### 7.3. References – Not Used

#### 8. Products

##### 8.1. Temporary Seeding Materials (Season Dependent)

8.1.1. Between May 2<sup>nd</sup> and August 31<sup>st</sup>, temporary seeding shall be **German Foxtail Millet**, applied at a rate of 30 lbs/acre.

8.1.2. Between November 1<sup>st</sup> and February 28<sup>th</sup> temporary seeding shall consist of **Annual Rye** applied at a rate of 120 lbs/acre. Under no circumstances shall the Contractor use cereal rye.

##### 8.2. Permanent Seeding Materials

8.2.1. Unless noted otherwise, all shoulder restoration shall be done with Tall Turf Fescue Mix (i.e. Southern Lawn).

8.2.2. **Tall Turf Fescue Mix (i.e. Southern Lawn)**: Consists of a 50/50 blend of Wyatt and Dynasty Tall Fescues. Use Blue-Tag certified seed with a delivery date not greater than 30-days old from site of origin. Apply at a rate of 20 lbs per 1,000 SF. .

#### 9. Execution

##### 9.1. Preparation

9.1.1. The Contractor shall achieve final grade and place topsoil in accordance with Section 02910 - Topsoil.

9.1.2. Seasonal Application Table

Seeding Type	Application Season
Temporary	November 2 <sup>nd</sup> to February 28 <sup>th</sup>
Permanent	March 1 <sup>st</sup> to May 1 <sup>st</sup>
Temporary	May 2 <sup>nd</sup> to August 31 <sup>st</sup>
Permanent	September 1 <sup>st</sup> to November 1 <sup>st</sup>

\*\* Or as otherwise approved.

### 9.1.3. Application of Soil Amendments

9.1.3.1. Temporary seeding areas shall be fertilized with an organic based fertilizer (14-2-6) at a rate of 1 ½ lbs of nitrogen per 1000 square feet, and mulched with continuous straw bale coverage at a rate of 80 bales/acre. Fertilizer shall be incorporated into the soil to a maximum 4 inch depth or may be incorporated as part of the tillage operations

9.1.3.2. Permanent seeding areas shall be mulched with lime at a rate of 2000 lbs/acre. Lime shall be thoroughly incorporate by tillage into the soil to a maximum 4 inch depth.

### 9.1.4. Installation of Seeding

9.1.4.1. Temporary seeding may be broadcast.

9.1.4.2. Permanent seeding shall be hydro-seeded with an organic based fertilizer, such as Harmony 14-3-6, at a rate of 1.5 lbs of nitrogen per 1000 sf. The second shot will be for hydromulch only applied at 750 lbs/acres.

### 9.1.5. Maintenance of Seeding

9.1.5.1. Post-Fertilization – Nitrogen carrier fertilizer shall be applied to seeded areas of Fine Fescue and Tall Fescue Mix at the rate of 14 pounds per square yards after the first month and again prior to final acceptance. The application shall be timed prior to the advent of winter dormancy and shall avoid excessively high nitrogen levels and shall be made without burning the installed grass plants.

9.1.6. The Contractor shall be required to achieve seed establishment in accordance with this Section. Seed establishment is the sole responsibility of the Contractor.

**End of Section**

## **Section 03100**

### **Incidental Concrete**

#### **1. General**

1.1. Section includes the requirements for proper installation of

- 1.1.1. Curb and gutter
- 1.1.2. Concrete Residential Driveway
- 1.1.3. Concrete Sidewalk Replacement

1.2. Related Sections

- 1.2.1. Section 02750 -Shoulder Restoration for Curb, Sidewalk, and Driveway Entrance Construction
- 1.2.2. Section 02751 - Asphalt Restoration for Curb Construction

1.3. References (latest Edition and Errata)

- 1.3.1. ACI 304R -Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International.
- 1.3.2. ACI 308 -Standard Practice for Curing Concrete; American Concrete Institute International.
- 1.3.3. ASTM A 185 -Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
- 1.3.4. ASTM A 615 -Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- 1.3.5. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbs/ft<sup>3</sup>), Standard Proctor.
- 1.3.6. VDOT RBS – Virginia Department of Transportation - Road and Bridge Standards and Specifications.

1.4. Quality Assurance

- 1.4.1. Specified concrete strengths shall be obtained at the 28-day break. Averaging, as defined by ACI or ASTM methodologies, of compression break results shall not be permitted. The City reserves the right to test any portion of the concrete work.
- 1.4.2. Any concrete represented by a test which indicates a strength which is less than the specified 28-day compressive strength will be rejected and shall be removed and replaced with acceptable concrete at no expense to the City. Such rejection shall prevail unless the Contractor, at his expense, obtains and submits evidence acceptable to the City Engineer that the strength and quality of the reject is acceptable. If such evidence consists of cores taken from the work, the cores shall be obtained and tested in accordance with the standard methods of ASTM C42.

## 1.5. Submittals

### 1.5.1. Concrete mix design

## 2. Products

### 2.1. Reinforcement

2.1.1. Welded wire fabric for sidewalks - ASTM A185 - Wire Gage: 6 x 6 – W1.4 x W1.4.

2.1.2. Reinforcing bars shall conform to the requirements of ASTM A615 and VDOT Road and Bridge Specifications Section 223, Grade 60.

2.1.2.1. Expansion Joint Steel Dowels - Smooth wall, plain steel reinforcing with expansion cap and chair – 1/2" diameter @ 18" long, Grade 60

### 2.2. Concrete

2.2.1. For curbs, gutters, sidewalks, channels and ditches: Concrete shall be Class A3 (3,000 psi) General conforming to VDOT RBS, Section 217.

2.2.2. For residential, commercial entrances and sidewalk through the entrance: Concrete shall be Class A3 (7 day = 3,000 psi) **High Early Strength** (Type III Cement) General conforming to VDOT RBS, Section 217.

### 2.3. Concrete Accessories

2.3.1. Curing Compound: Curing Compound shall be 1100-CLEAR series conforming to ASTM C 309, Type 1, Classes A & B.

### 2.4. Joint Material

2.4.1. Isolation Joint Filler: Joint filler conforming to ASTM D 1751.

2.4.2. Expansion Joint Filler:

2.4.2.1. Preformed asphalt joint filler conforming to AASHTO M213.

2.4.2.2. Sponge rubber joint filler conforming to AASHTO M153, Type I.

2.4.2.3. Or approve equal.

2.5. Bedding - VDOT No. 21A Aggregate in accordance with VDOT RBS, Section 208.

2.5.1. Contractor shall not substitute VDOT No. 25 and 26 aggregate in lieu of VDOT 21A.



### **3. Execution**

#### **3.1. Preparation**

- 3.1.1. Sawcut edges of existing pavement or curb.
- 3.1.2. If curb and gutter is being added to existing pavement, sawcut pavement 12" from the proposed edge of curb and gutter. The 12" gap shall allow space for proper installation of concrete and re-compaction.
- 3.1.3. Verify that compacted subgrade is dry and ready to support concrete placement.
- 3.1.4. Verify lines, levels, and dimensions before proceeding with work of this section.

- 3.2. Placing Concrete – Mixed concrete shall be discharged within 1 and 1/2 hours or before the mixer drum has revolved 300 revolutions, whichever comes first after the introduction of the mixing water to the cement and aggregates. When the concrete temperature exceeds 85 degrees F, the time shall be reduced to 45 minutes. Concrete shall be placed within 15 minutes after it has been discharged from the transporting unit. Concrete shall be handled from the mixer or transporting unit to forms in a continuous manner until the approved unit of operation is completed. Placing shall not be permitted when the sun, heat, wind, or limitations of facilities furnished by the Contractor prevent proper consolidation, finishing and curing. Sufficient placing capacity shall be provided so that concrete can be kept free of cold joints.

- 3.3. Depositing Concrete – Concrete shall be deposited as close as possible to its final position in the forms, and there shall be no vertical drop greater than 5 feet except where suitable equipment, as approved by the City project manager, is provided to prevent segregation.

#### **3.4. Construction**

- 3.4.1. Construct curb and gutter, entrances, sidewalk, handicap ramps and concrete lined ditches where shown on plans and in accordance with City of Roanoke specifications and plan details. CG-2 curbs shall be constructed to a depth of 18 inches. CG-6 curbs shall be constructed to a depth of 13 inches.
- 3.4.2. Construct and compact a 4" aggregate base of VDOT 21A under all concrete work associated with this Section. Remove soft or yielding areas and backfill with VDOT 21A aggregate. All aggregate base shall be compacted to at least ninety-five (95) percent of the material's maximum dry density as determined by ASTM D698, Standard Proctor.
- 3.4.3. Install forms in straight lines or smooth curves as shown on the plans.

### 3.5. Curb and Gutter

3.5.1. Concrete curb and gutter shall be formed in accordance with Section 502 of the VDOT RBS on the grades indicated on the Plans.

3.5.2. Forms for curb and gutter shall be steel and in good condition.

#### 3.5.3. Joints for Curb and Gutter

3.5.3.1. Construct contraction joints (1/2" deep by 1/8" wide) for crack control at approximate ten (10') foot intervals.

3.5.3.2. Construct expansion joints at approximate 50 foot intervals, points of curvature, all radii points at concrete entrances and curb returns and at any drainage structure (i.e. curb inlets or drop inlets), and any other above grade utility structure. Expansion joints shall extend through the concrete with the void filled with one half (1/2) inch joint filler. Welded wire fabric shall not be constructed through an expansion joint.

3.5.3.3. Construct expansion joints where new concrete work is constructed next to existing concrete work, "cold joints", or when time elapsing consecutive concrete placement exceeds 60 minutes.

3.5.3.4. Trim joint filler at expansion joints to provide room for sealant. Apply sealant to expansion joints per manufacturer's recommendations.

3.5.4. Curb and gutter shall not require steel reinforcement.

3.5.5. When replacing or connecting to the **old** City of Roanoke Standard 7" curb, the Contractor shall transition from the new curb height of 6" to the 7" curb over a span of 10'. However, if the length of the new curb is less than 100', the Contractor shall match the existing 7" curb for the entire construction.

3.5.6. When the new curb does not connect to an existing curb, the Contractor shall taper the curb height above pavement down to 0" over a span of two feet.

### 3.6. Concrete Entrances (Residential Entrances)

3.6.1. Entrances shall be constructed in accordance with City of Roanoke Standards. All entrances shall be constructed with a **high-early** concrete mixture and shall be 7 inches thick minimum.

3.6.2. Sidewalks through the entrances (i.e. behind entrances) shall be constructed with **high-early** concrete mixture and shall be 7 inches thick minimum.

### 3.6.3. Joints for Entrances

3.6.3.1. Where concrete entrance widths exceed fifteen (15) feet, the entrance shall be constructed in two halves with an expansion joint located in the center running perpendicular to the flow line of the gutter. Expansion joints shall extend through the concrete with the void filled with one half (1/2) inch joint filler.

3.6.3.2. Trim joint filler at expansion joints to provide room for sealant. Apply sealant to expansion joints per manufacturer's recommendations.

3.6.4. Forms for entrances shall be steel and in good condition.

3.6.5. Construct apron height to match the adjoining 6" curb height.

3.6.6. Concrete entrances shall not require steel reinforcement.

### 3.7. Concrete Sidewalk

3.7.1. Sidewalk shall be constructed in accordance with City of Roanoke Standards. In addition, sidewalks shall be a minimum of 5 feet wide, 5 inches thick and reinforced with welded wire fabric.

3.7.1.1. For large obstructions, the Contractor may narrow the sidewalk to 3' minimum with City project manager's approval.

3.7.1.2. Sidewalks crossing driveway entrances shall be constructed 7 inches thick.

3.7.2. Unless shown on the plans, all sidewalks shall maintain a 1/4 inch per foot transverse slope.

3.7.3. Forms for sidewalk shall be steel and in good condition.

#### 3.7.4. Joints for Concrete Sidewalk

3.7.4.1. Construct contraction joints (1/8" wide by 1/2" deep) for crack control at approximate five (5) foot intervals unless plans specify otherwise.

3.7.4.2. Where slabs are more than seven (7) feet in width, contraction joints shall be formed longitudinally to obtain uniform blocks.

3.7.4.3. Expansion joints shall be constructed at intervals of approximately 50 feet. Slabs shall be separated by transverse preformed joint filler, 1/2 inch in thickness that extends from the bottom of the slab to top surface.

3.7.4.4. Steel dowels with expansion cap shall be used, 3'-0" on center, to connect slabs that are separated by expansion joints. Minimum of 2 dowels per expansion joint.

3.7.4.5. Expansion joints shall be used to separate sidewalk slabs and curb.

3.7.4.6. Apply sealant to expansion joints per manufacturer's recommendations.

### 3.8. Placing Concrete

3.8.1. Place concrete in accordance with ACI 304R.

3.8.2. Install joint devices in accordance with manufacturer's instructions.

3.8.3. Place concrete continuously between predetermined expansion, control, and construction joints. No concrete shall be poured when the outside temperature is 40 degrees and falling.

3.8.4. Cold weather curing shall be utilized when the temperature, as placed and maintained, is 55 degrees to 40 degrees. No additional compensation shall be made for cold weather curing. The protection period for cold weather curing is 72 hours. See attached ACI Table for more detail.

ACI Table

Minimum Concrete Temperature as Placed and Maintained	Section Size, Minimum Dimension			
	< 12 inches	12-36 inches	36-72 inches	> 72 inches
	55°F	50°F	45°F	40°F

3.8.4.1. Routine cold weather curing shall include heating blankets. Calcium chloride admixture, conforming to AASHTO designation M144, type 2, shall not be used in any concrete reinforced with bars or welded wire fabric.

3.8.4.2. In addition, Contractor's may use, at the Contractor's expense, lower water/cementitious material ratios (additional cement), a non-chloride accelerating admixture, or a Type III cement (high-early) to reduce the protection period. Protection period reductions shall be agreed upon by the City Project Manager. The use of fly ash in cold weather concrete placement is prohibited.

3.8.5. Hot weather curing shall be utilized when the temperature, as placed or maintained, is 80 degrees or above. No additional compensation shall be made for hot weather curing. The protection period for hot weather curing is 72 hours.

3.8.5.1. Routine hot weather curing measures shall include cooling forms/tarps and wetting subgrade in addition to other measures.

3.8.6. Concrete shall be placed in the forms in such a manner as to prevent the segregation of the mortar and the aggregate. The concrete shall be spaded, tamped, or vibrated sufficiently to bring the mortar to the surface. Concrete shall not be dropped a distance of more than 5 feet.

### 3.9. Concrete Finishing

3.9.1. Concrete surfaces shall be worked and dressed with a consistent "broom" finish.

3.9.2. Edges shall be tooled to produce a rounded edge with approximate one eighth (1/8) inch radius.

3.9.3. The Contractor shall apply a "light broom finish" perpendicular to the street for all sidewalks.

3.9.4. The Contractor shall apply a "light broom finish" parallel to the flow line for all curbs, gutters, and channels.

3.9.5. The Contractor shall apply a "coarse broom finish" parallel to the street for all entrances.

### 3.10. Curing and Protection

3.10.1. Comply with requirements of ACI 308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

3.10.2. Curing compound shall be applied at the rate of one (1) gallon per one hundred fifty (150) square feet to concrete surfaces for curing.

### 3.11. Field Quality Control

3.11.1. All exposed concrete shall be air entrained with air content conforming to the requirements of Table II-17, Section 217 of the VDOT RBS.

3.11.2. Concrete slump shall be between 1 and 5 inches.

3.11.3. Surfaces of concrete shall be true to line and grade. Surfaces shall not vary more than one quarter (1/4) inch per foot in five (5) feet, except where otherwise indicated.

3.11.4. All expansion joints shall be sealed.

3.11.5. Gutter pans shall have 2" drop to the front of the curb in accordance with VDOT standards. Drops less than 2" or flat gutter pans shall not be accepted.

3.11.6. The existing pavement shall not be used as a front form for curb and gutter construction.

3.12. Protection of Concrete

3.12.1. Protect new concrete sidewalks from pedestrian traffic for a minimum of 24 hours. Erect and maintain warning signs and lights to protect and direct pedestrian traffic.

3.12.2. Protect curb and gutter from vehicular traffic for a minimum of 7 days. Erect and maintain warning signs and lights to direct traffic as needed.

3.12.3. Protect entrances for a minimum of 7 days due to high early strength. Erect and maintain warning signs and lights to direct traffic as needed.

3.13. Defective Concrete

3.13.1. Any defective concrete shall be removed and replaced at the contractor's expense.

**End of Section**

**ATTACHMENT B  
TO  
ITB #16-05-08**

**BID FORM/SPECIFICATIONS**

<b>ROW RESTORATION FOR 8<sup>TH</sup> AND ELM AVENUE AS DESCRIBED HEREIN.</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Est. Quantity</b>	<b>Extended Price</b>
<b>Curb/Curb and Gutter VDOT CG-6</b>	<b>LF</b>	<b>\$ _____</b>	<b>60</b>	<b>\$ _____</b>
<b>Concrete Sidewalk – City Standard</b>	<b>SF</b>	<b>\$ _____</b>	<b>870</b>	<b>\$ _____</b>
<b>Commercial Entrance – City Standard</b>	<b>Each</b>	<b>\$ _____</b>	<b>2</b>	<b>\$ _____</b>
<b>Residential Entrance – City Standard</b>	<b>Each</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>
<b>Asphalt Mill</b>	<b>SY</b>	<b>\$ _____</b>	<b>145</b>	<b>\$ _____</b>
<b>Asphalt Paving/Overlay, VDOT SM-12.5D</b>	<b>Tons</b>	<b>\$ _____</b>	<b>12</b>	<b>\$ _____</b>
<b>Asphalt Paving/Base, VDOT BM25</b>	<b>Tons</b>	<b>\$ _____</b>	<b>20</b>	<b>\$ _____</b>
<b>Work Zone</b>	<b>LS</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>
<b>Mobilization</b>	<b>LS</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>
<b>Total Extended Bid-8<sup>th</sup>/Elm</b>				<b>\$ _____</b>

<b>ROW RESTORATION FOR WOODBIDGE DESCRIBED HEREIN.</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Est. Quantity</b>	<b>Extended Price</b>
<b>Shoulder Restoration</b>	<b>LF</b>	<b>\$ _____</b>	<b>110</b>	<b>\$ _____</b>
<b>Curb/Curb and Gutter VDOT CG-6</b>	<b>LF</b>	<b>\$ _____</b>	<b>67</b>	<b>\$ _____</b>
<b>Asphalt Mill</b>	<b>SY</b>	<b>\$ _____</b>	<b>145</b>	<b>\$ _____</b>

Asphalt Paving/Overlay, VDOT SM-9.5D	Tons	\$ _____	16	\$ _____
Asphalt Paving/Base, VDOT BM25	Tons	\$ _____	28	\$ _____
Work Zone	LS	\$ _____	1	\$ _____
Mobilization	LS	\$ _____	1	\$ _____
Total Extended Bid-Woodbridge Avenue				\$ _____

**TOTAL EXTENDED BID AMOUNT  
(8<sup>TH</sup> ST./ELM AVE. AND WOODBRIDGE AVE.)**

**\$ \_\_\_\_\_**

**UNIT PRICES SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, SHIPPING AND HANDLING CHARGES.**

The City reserves the right to add, delete, or adjust quantities as deemed necessary by the City.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_ does have \_\_\_ does not have a Virginia Contractor's License. (Check appropriate block)

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number.

Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number \_\_\_\_\_

If Bidder has another type of Virginia License, please list the type and number:

Type of license \_\_\_\_\_ and number: \_\_\_\_\_.

Bidder is a \_\_\_ resident or \_\_\_ nonresident of Virginia. (Check appropriate blank. See VA Code Sections 54.1-1100, et seq.)

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 which requires a bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid the Identification Number



issued to such bidder by the Virginia State Corporation Commission (SCC). Furthermore, any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

**Signature page required with submittal of bid**

- A. \_\_\_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.
- B. \_\_\_\_\_ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is \_\_\_\_\_.
- C. \_\_\_\_\_ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach additional sheets of paper if you need more space to explain why such bidder is not required to be authorized to transact business in Virginia.

The undersigned hereby agrees, if this Bid is accepted by the City, to provide the services and/or items in accordance with this Invitation for Bid and to execute a Contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

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**ATTACHMENT C TO  
ITB#16-05-08**

**CITY OF ROANOKE, VIRGINIA  
SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND  
FOR \_\_\_\_\_**

This Contract # \_\_\_\_\_ is dated \_\_\_\_\_, 20\_\_\_\_, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and

\_\_\_\_\_  
(legal name and address of contractor)

hereinafter referred to as the "Contractor," **{NOTE: Use one of the following if applicable.} {a \_\_\_\_\_ corporation.} {an Individual.} {a \_\_\_\_\_ Partnership.} {a \_\_\_\_\_ Limited Liability Company.}**

**WITNESSETH:**

WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for \_\_\_\_\_ and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. List of Locations (Exhibit 3).
4. Bid Form Completed by Contractor and dated \_\_\_\_\_ (Exhibit 4). **(To be provided after selection of Successful Bidder.)**
5. City Special Terms and Conditions (Exhibit 5).
6. Invitation to Bid No. or Request for Proposal No. \_\_\_\_\_, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

## **SECTION 2. CONTRACT AMOUNT.**

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$\_\_\_\_\_, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

## **SECTION 3. TERM OF CONTRACT.**

- A. The term of this Contract shall be for one (1) year, from \_\_\_\_\_, through \_\_\_\_\_, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.
- B. By mutual agreement of the parties, the contract may be renewed for up to two (2) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least sixty (60) days before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within thirty (30) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

## **SECTION 4. TIME OF PERFORMANCE.**

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

## **SECTION 5. PAYMENT.**

- A. The City and Contractor agree that the City will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the City. The payment requested shall be for the services completed and/or materials supplied for the Project, as specified in the Scope of Work (Exhibit 2) and as approved by the City's Parks and Recreation Urban Forester and/or Horticulturist. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, together with sufficient documentation of all reimbursable expenses or costs.
- B. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Invoices for work rendered and accepted shall be submitted by Contractor directly to the Streets and Traffic Division of the City's Transportation Department. Approval and payment of such invoices shall be the responsibility of the City's Streets and Traffic Superintendent or designee. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.
- C. The services the Contractor may be requested to provide the City are those items set forth in Exhibit 2 (Scope of Work) and/or Exhibit 3 (Bid Form), which list of services may be amended by the mutual agreement of the parties. The prices to be paid to the Contractor for such services provided to and accepted by the City under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 3 (Bid Form). Unless otherwise stated in this Contract, the price(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping, and other charges.

## **SECTION 6. SALES TAX EXEMPTION.**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

## **SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.**

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel making the request and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

## **SECTION 8. INSPECTION.**

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform to

the provisions hereof, the City shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

#### **SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.**

Contractor agrees that all items provided to the City will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the City in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

#### **SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

#### **SECTION 11. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

#### **SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not

during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

### **SECTION 13. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

### **SECTION 14. REPORTS, RECORDS, AND AUDIT.**

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

### **SECTION 15. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

### **SECTION 16. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

### **SECTION 17. NONWAIVER.**

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and

conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

#### **SECTION 18. FORUM SELECTION AND CHOICE OF LAW.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

#### **SECTION 19. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 20. NONDISCRIMINATION.**

- A. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **SECTION 21. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of

Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **SECTION 22. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

## **SECTION 23. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

## **SECTION 24. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

## **SECTION 25. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.



**SECTION 26. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

**SECTION 27. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SECTION 28. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 29. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:	City of Roanoke _____ _____ _____ _____
Facsimile:	(540) 853-XXXX
Copy to:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building, Room 202 215 Church Avenue, SW Roanoke, Virginia 24011
Facsimile:	(540) 853-1513
If to Contractor:	_____ Attn: _____, President/CEO _____ _____
Email Address:	_____
Phone:	_____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

**SECTION 30. PROTECTING PERSONS AND PROPERTY.**

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection

with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

### **SECTION 31. CONTRACT SUBJECT TO FUNDING.**

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

### **SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.**

The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

### **SECTION 33. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

**SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES  
AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF  
VIRGINIA.**

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

**SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.**

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

**SECTION 36. JOBSITE APPEARANCE.**

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or as otherwise required by the Contract.

**SECTION 37. FINAL CLEANING.**

The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. If a Contractor fails to clean up at the completion of the Project, the City may do so and charge for the costs thereof to the Contractor.

### **SECTION 38. PROTECTION ON SITE.**

The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

### **SECTION 39. SAFETY AND HEALTH PRECAUTIONS.**

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

### **SECTION 40. PROTECTING THE PUBLIC.**

The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual," published by Virginia Department of Transportation.

### **SECTION 41. PROTECTING THE WORK AND ADJACENT PROPERTY.**

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the City's property and the property where the work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

### **SECTION 42. EMERGENCIES.**

In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the City's project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the City's project manager, City Engineer, Building Code Official, Fire Official, or other responsible official, Contractor shall so act immediately, without appeal.

### **SECTION 43. DAMAGE TO THE WORK.**

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by the City.

#### **SECTION 44. DAMAGE TO OTHER WORK OR UTILITIES.**

The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

#### **SECTION 45. WEATHER DAMAGE OR DELAY.**

Damage to the Work or any delays caused by the weather shall be the responsibility of the Contractor.

#### **SECTION 46. DAMAGE TO EXISTING STRUCTURES.**

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the City.

#### **SECTION 47. RELEASE BY CONTRACTOR.**

The acceptance by the Contractor of the final payment shall be and does operate as a release by the Contractor of all claims by the Contractor against City and of all other liability of the City to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

#### **SECTION 48. DEFECTIVE WORK.**

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part that is found, by the City, to be defective.

#### **SECTION 49. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

**(Full Legal Name of Contractor)**

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

(SEAL)

CITY OF ROANOKE, VIRGINIA

WITNESS:

\_\_\_\_\_ By \_\_\_\_\_  
City Manager or Authorized City Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Approved as to form:

Appropriation and Funds Required  
for this Contract Certified:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Director of Finance

Approved as to Execution:

Account # \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**EXHIBIT 1  
TO CONTRACT  
BETWEEN CITY OF ROANOKE AND**

**FOR RIGHT OF WAY RESTORATION AT VARIOUS LOCATIONS**

**REFERENCE: ITB# 16-05-08**

**SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS**

Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance under this Section to the City. The Contractor confirms that all subcontractors have provided the Contractor with proof of insurance. Contractor further warrants that proof of coverage as provided to the City responds on a primary basis in the event of an uninsured or underinsured subcontractor. All such insurance shall be primary and non-contributory to any insurance or self-insurance the City may have in force.

**For All Contracts**, the following minimum insurance requirements apply:

**a. Workers' Compensation and Employers' Liability:**

The Contractor shall obtain and maintain the following limits:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 bodily injury by accident each occurrence

\$500,000 bodily injury by disease (policy limit)

\$100,000 bodily injury by disease each employee

**b. Commercial General Liability:**

Coverage is to be written on an "occurrence" basis and such coverage shall include broad form extension endorsements for both liability and property damage.

Completed Operations coverage will be required to be maintained for the life of the Contract.

For Limits of Liability see Sections 4.2 and 4.3 of these General Conditions.

**c. Automobile Liability:**

Limits for vehicles owned, non-owned, hired or borrowed shall not be less than:

- \$1,000,000 Bodily Injury and Property Damage combined single limit per occurrence.

**d. Additional Insurance Requirements:**

Additional specific insurance coverage minimum requirements to be provided by Contractor may include the following as detailed in the Supplemental General Conditions:

- 1) **Builders Risk:** At the discretion of the City, the Contractor, at its cost, shall obtain and maintain in the names of the City and the Contractor "all-risk" builders risk insurance (if

approved by the City) upon the entire structure or structures on which the Work of this Contract is to be done and upon all material in or adjacent thereto or those that are "off-site" but which are intended for use thereon, to one hundred percent (100%) of the completed value thereof.

- 2) Property Coverage: Installation Floater (and Rigger's Form, if applicable) will be required for the installation of contents or equipment; coverage will begin with supplier and continue until equipment/contents have been fully installed. Floater will be valued for the replacement cost value of equipment/contents including all costs. The Contractor shall provide coverage for portions of the work stored off-site after written approval of the City at the value established in the approval and for portions of the work in transit.
- 3) Special Hazards: In the event special hazards are evident in the work contemplated, or if required by the Contract Documents, the Contractor shall obtain and maintain during the life of the Contract a rider to the policy or policies required, in an amount not less than that stipulated under the above Paragraphs. Should any unexpected special hazards be encountered during the performance of this Contract, the Contractor shall, prior to performing any work involving the special hazard, immediately obtain this insurance as instructed by the City. In the event the special hazard requiring the additional coverage was not a part of the original bid, the expense of such insurance shall be reimbursed to the Contractor by the City, otherwise the Contractor shall assume full responsibility for the purchase with no charge back to the City.
- 4) Deductible: Deductible/self-insured retention amounts shall be reduced or eliminated upon written request from City. The insurer's cost of defense (and appeal), including attorney's fees, shall not be included within the coverages provided but shall remain the insurer's responsibility.
- 5) Term: Insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work.
- 6) Limit of Liability: Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers. City does not in any way represent that the coverage's or the limits of insurance specified is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. The obligation of the Contractor to purchase insurance herein shall not in any way limit the obligation of the Contractor in any event and/or in the event that the City should suffer an injury or loss in excess of the amount recoverable through insurance.

**Contracts of \$100,000 or More:** The following minimum insurance requirements apply in addition to the above requirements:

**a. Limits of Liability:** For the Commercial General Liability policy:

- \$2,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal and advertising injury
- \$1,000,000 each occurrence

Coverage is to be written on an "occurrence" and "per project" basis and such coverage shall include:



**b. Umbrella Liability Insurance:**

This coverage shall be written for minimum limit of:

- \$5,000,000 each occurrence for Personal and Bodily Injury and Property Damage

This Policy shall apply in excess and follow form of employer's liability, commercial general liability, and auto liability.

**Contracts Less Than \$100,000:** The following minimum insurance limits apply unless specified otherwise in the Supplemental General Conditions:

**a. Limits of Liability:** For the Commercial General Liability policy:

- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal and advertising injury
- \$1,000,000 each occurrence

**Proof of Insurance Coverage:** The policies of insurance required shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:

- a. The Contractor shall furnish the City with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term, deductible, and the amount insured for property coverage's and the limits for liability coverage's.
- b. The Contractor shall notify Transportation Division Manager and Risk Manager in writing within thirty (30) consecutive calendar days if any of the insurance coverage's or policies are cancelled or materially altered and Contractor shall immediately replace such policies and provide documentation of such to Transportation Division Manager and Risk Manager.
- c. The required insurance policies and coverages, excluding those for Workers Compensation and Professional Liability, shall name the City of Roanoke, its officers, agents, volunteers and employees as additional insured's and the certificate of insurance shall show if the policies provide such coverage. Waiver of subrogation is required with respect to any policy of workers' compensation and employers' liability insurance required under this Section. The certificate of insurance shall show if the policies provide such waiver. Additional insured and waiver endorsements shall be received by the City's Risk Manager from the insurer with the certificate of insurance unless the City's Risk Manager agrees to another process. The City's Risk Manager may approve other documentation of such insurance coverages.
- d. Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

**END.**

**REFERENCE: ITB# 16-05-08**

To be added after Award to Successful Bidder.



**ATTACHMENT D**

**TO**

**ITB#16-05-08**

**CARDS PAYABLE APPLICATION**

The City of Roanoke is committed to effective and efficient use of its financial resources. To support this commitment, the City implemented an electronic Card Payables program to streamline the accounts payable process. This program will allow the use of MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution, Fifth Third Bank, to make electronic payments.

A unique VCN number will be issued for each invoice transaction. The VCN will be issued by the City upon approval and delivered via secure email from the Bank to the designated individual of the applying company (applicant). Instructions will be provided on how to retrieve the assigned VCN and how to provide the required invoice detail. The VCN can be processed through a normal point of sale (POS) terminal. Upon acceptance of this payment arrangement the applicant will need to ensure the Bank's email address is allowed through its organization's security firewall.

By accepting the Bank's Card Payables VCN as a form of payment, the applicant may also take advantage of the following Purchasing Card benefits:

- ***Improved cash flow*** - receive payment in 48 – 72 hours from invoice approval
- ***Reduced credit and collection expenses*** – reduce administrative costs incurred on collections and late payments
- ***Rate Improvement*** – potential eligibility for favorable Bank discount rates

**Please complete page 2 of this attachment and return it along with your bid form so we can update our vendor records.** *Your acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation.*

A confirmation email with additional information and instructions will be sent from [accounts.payable@roanoke.gov](mailto:accounts.payable@roanoke.gov).

The City is committed to this initiative and encourages support from its vendors. The program should prove beneficial to both of the City and vendor organizations.

Please address any questions to Rene Satterwhite at 540-853-5209 or [rene.satterwhite@roanokeva.gov](mailto:rene.satterwhite@roanokeva.gov).

Please complete the following information and return it along with your bid form.

- I agree to accept Purchasing Cards or Card Payables VCNs as a form of payment from the City of Roanoke  
Yes ☐ No ☐ (Credit Card transaction fees may apply)
- I am a current MasterCard merchant acceptor.  
Yes ☐ No ☐ (Credit Card transaction fees may apply)
- I would like to be contacted to become a MasterCard acceptor or to discuss my current merchant processing arrangement:  
Yes ☐ No ☐

Company Name: \_\_\_\_\_

TIN \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

-----For office use only-----

Vendor # \_\_\_\_\_ Email verification sent \_\_\_\_\_ Entered/by Date

Advantage \_\_\_\_\_

Entered/by Date 5<sup>th</sup> 3<sup>rd</sup> Direct \_\_\_\_\_

Approved AP Supervisor \_\_\_\_\_ Approved Accounting \_\_\_\_\_